

THIS AGREEMENT, MADE AND ENTERED into this 2nd day of May, 1983, by and between THE WICHITA EAGLE AND BEACON PUBLISHING CO., INC., hereinafter called the "Employer," and the WICHITA TYPOGRAPHICAL UNION NO. 148, hereinafter called the "Union," shall be effective March 15, 1983, and shall terminate March 14, 1984.

ARTICLE I. RECOGNITION

Section A. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all those full-time and part-time employees in the Unit Determination Decision of the National Labor Relations Board, Case No. 17-RC-8934 dated February 27, 1980, as set forth below:

" All full-time and regular part-time library and news department employees, including reporters, senior reporters, columnists, staff writers, copy editors, wire editors, copy chiefs, copy persons, desk clerks, editorial assistants, photographers, photo-lab technicians, staff artists, and library employees employed by the Employer at its Wichita, Hutchinson, Topeka and Lawrence, Kansas facilities, but EXCLUDING confidential employees, editorial writers, guards and supervisors as defined in the Act."

Section B. Employees who regularly and customarily work less than thirty (30) hours per week are covered by the terms and conditions of this Agreement, except that these employees shall not be eligible for employee benefits as listed in Articles: 9, Vacation Procedures; 10, Salary Continuance; 11, Life Insurance; 12, Sick Pay; 13, Medical Insurance; 15, Retirement Plan; 17, Jury Pay except for Section E; 18, Funeral Leave, and 25, Tuition Refund Plan, unless participation is required by law.

Section C. In recognition of each employee's right of self determination, the parties agree that there shall be no discrimination on the part of either the Union or the Employer against any employee because of his/her membership or non-membership in the Union or because of participation in Union activities or abstention therefrom.

ARTICLE II. MANAGEMENT RIGHTS

Section A. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Employer has retained exclusively to itself all of the traditional rights it had prior to signing this Agreement, including the usual management rights, and that the right to manage the Company and direct the working force is vested exclusively in the Employer, which right shall include but shall not be limited to, the right to determine competency; to hire, promote, demote, transfer; to suspend, discharge or otherwise discipline; to decide news policy; to institute, enforce and change from time to time safety rules; to determine work assignments; to decide methods and schedules of production; to maintain discipline and efficiency of employees; to introduce and use new and improved methods, equipment, processes and facilities, and to determine rules and procedures with respect to their use; to lay off employees because of lack of work or other business-related reasons; to determine the extent to which the Company's facilities shall be operated, including the determination of working hours; to determine the extent to which work shall be increased or reduced; to plan, direct and control the Company's operations; and to sell, lease or subcontract the operation or any part thereof. It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not hereinabove specifically enumerated.

Section B. Neither the Employer's good faith exercise of any of the management rights set forth above nor the Employer's good faith exercise of discretion or journalistic judgment are intended to be subjected to review or determination by any other person or agency, whether through the arbitration arrangements hereafter stated or through administrative or judicial proceedings; provided that the Employer shall not exercise such rights in a manner inconsistent with the terms of this Agreement.

ARTICLE III. PAST PRACTICE EXCLUSION

Section A. The failure of either party to invoke any of its rights or to assert any obligation shall not limit the party in the future with respect to a comparable situation.

ARTICLE IV. EMPLOYMENT AND DISCHARGE

Section A. All hiring, promotion, transfer, assignment, discipline and discharge of employees shall be done by the Employer through its designated representative. The Employer shall have good faith reason to discipline or discharge an employee.

ARTICLE V. GRIEVANCE PROCEDURE/ARBITRATION PROCEDURE

Section A. A grievance shall be defined as any dispute arising during the term of this Agreement involving an alleged violation of or under specific Articles and Sections of this Agreement. Any such grievance shall be processed as indicated below.

Section B. Within no more than five (5) working days after the employee reasonably should have had knowledge of the action giving rise to the grievance, the employee(s) involved and/or the union representative (unless the affected employee objects in writing to the Union's involvement) shall discuss the grievance with the employee(s') supervisor. Should the employee object in writing to the Union's involvement, any settlement shall not be precedential.

Section C. If a satisfactory settlement of the grievance is not reached within three (3) working days after the discussion provided for in the first step above, the grievance shall be reduced to writing, shall designate the specific Article(s) and Section(s) of this Agreement alleged to have been violated, and by the end of the fifth (5th) working day following the three (3) day period last specified, the grievance shall be submitted to the executive editor or his/her designated representative. Within five (5) working days after the grievance has been submitted to the executive editor, the executive editor or his/her representative shall meet with the grieving employee(s) and/or the Union representative (unless the affected employee(s) objects in writing to the Union's involvement) in an attempt to settle the grievance. Should the employee object in writing to the Union's involvement, any settlement shall not be precedential.

Section D. The executive editor or his/her designated representative shall make his/her decision in writing within five (5) working days after the discussion referred to above.

Section E. Should the Union disagree with the written response of the executive editor or his/her designated representative on a matter properly raised under this section, the Union shall have the right to request arbitration within thirty (30) working days after the decision of the executive editor is rendered.

Section F. The parties shall meet within ten (10) days upon notification by the Union of a request for arbitration for the purpose of selecting a neutral arbitrator. Should the parties be unable to agree upon the selection of a neutral arbitrator, the selection shall be accomplished by either party requesting from the American Arbitration Association a panel of seven (7) names of persons qualified as neutral arbitrators. The selection shall be according to the Voluntary Labor Arbitration

rules of the American Arbitration Association.

Section G. The authority of the arbitrator shall be confined to the determination of disputes involving the interpretation or application of the terms and conditions of this Agreement and the granting of appropriate relief, if any. The arbitrator shall have no authority to add to, subtract from, or in any way modify the provisions of this Article or any other provision of this Agreement; provided, however, the Arbitrator may use the entire agreement, if applicable, to arrive at a decision. The arbitration proceedings shall be conducted under the Voluntary Labor Arbitration rules of the American Arbitration Association except as otherwise provided herein.

Section H. All expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section I. Time periods as set forth above may be extended by mutual agreement of both parties. Where numbers of days are referred to, only Mondays through Fridays shall be counted.

Section J. It is agreed that if an employer order is in question under the grievance procedure/arbitration procedure set forth above, such order shall be carried out pending the disposition of the dispute, and work shall continue pursuant to the direction of the Employer in a regular and orderly manner without interruption or interference.

Section K. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE VI. WORK WEEK

Section A. Forty (40) hours shall constitute a regular work week for full-time employees, exclusive of a daily lunch period to be designated and scheduled by management representatives. Time and one-half regular pay shall be paid for hours in excess of forty (40) worked during the work week.

Section B. Regular travel time from the employee's residence to the place where the employee regularly begins work for the company or from the place where the employee regularly has been working for the company to the employee's residence does not constitute hours worked.

ARTICLE VII. NO STRIKE

Section A. There shall be no lockout or strikes, picketing, boycotting, slowdowns, impeding or interfering with work (all of which are hereinafter referred to as strikes) during the period of this Agreement or any extension thereof. No dispute or disagreement shall be carried to the point where cessation of work takes place, and any dispute over the interpretation of this contract shall be resolved as provided by Article V of this Agreement.

Section B. No employee covered by this Agreement shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union, provided, however, that no employee shall be reprimanded, coerced, or penalized in any way by either party for choosing to cross or not to cross a picket line established pursuant to such authorized strike.

ARTICLE VIII. HOLIDAYS

Section A. The recognized holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

Section B. In addition to the holidays listed in Section A above, the employee's birthday shall also be recognized as a holiday except that all work performed on the employee's birthday shall be paid at straight time. If an employee works on his/her birthday, the employee shall receive another day off with pay at a time agreeable to the employee and the Employer. If an employee is not scheduled to work and does not work on his/her birthday holiday, the employee shall receive another day off with pay at a time agreeable to the employee and the Employer.

Section C. All employees required to work on a holiday shall receive one and one half (1-1/2) times their regular rate of pay for all time worked and shall also receive an additional day off with pay at a time agreeable to the employee and the Employer.

Section D. If an employee is regularly scheduled for work on a holiday, but is not required to work, the employee will receive his/her regular pay for that day.

Section E. If an employee is not scheduled to work and does not work on the holiday, the employee will receive another day off with pay at a time agreeable to the employee and the Employer.

Section F. Employees who regularly work less than thirty (30) hours per week shall receive time and one-half (1-1/2) their straight time pay rate for all work on the holidays listed in Section A of this Article. If such employees are not required to work on the holidays listed in Section A above, they shall receive their straight time pay for their regularly scheduled work hours for that date.

ARTICLE IX. VACATION PROCEDURE

Section A. Employees covered by this Agreement shall earn paid vacation as indicated below:

1. Employees with less than one (1) year continuous service on April 30 will earn one (1) day's paid vacation for each twenty-five (25) shifts worked, but not to exceed ten (10) days vacation.

2. Employees with more than one (1) year continuous service on April 30, but less than five (5) years continuous service will earn two (2) weeks (ten days) of paid vacation. Upon an employee attaining five (5) years continuous service, the third week of vacation will be earned as of that date.

3. Employees with more than five (5) years continuous service on April 30, but less than eight (8) years will earn three (3) weeks (fifteen days) paid vacation. Upon an employee attaining eight (8) years continuous service, the fourth (4th) week of vacation will be earned as of that date.

4. Employees with more than eight (8) years continuous service will earn four (4) weeks (twenty days) vacation.

Section B. The vacation schedule of available vacation dates as determined by the executive editor will be posted shortly after April 1 of each year for the following vacation year, i.e. May 1 through April 30, so that employees may indicate their vacation preference. The executive editor or his/her designated representative shall establish such vacation rules and regulations as he/she deems necessary.

Section C. Upon termination, an employee will receive payment for all vacation due but not yet taken at the time of termination.

Section D. Upon two (2) weeks notice from the employee, the Employer shall pay vacation pay in advance in accordance with established practice.

Section E. Vacations, which are to be taken prior to May 1, shall be scheduled prior to February 1 of that year or the Employer may schedule such vacation.

ARTICLE X. SALARY CONTINUANCE

Section A. The Employer shall make available the salary continuance plan (Centennial Insurance Plan 800172 or its equivalent) currently in effect for the term of this Agreement.

Section B. Premiums for salary continuance insurance will be paid in full by the Employer.

Section C. Employees shall be eligible for enrollment in the short term salary continuance plan providing up to 180 days of salary continuance benefit after one (1) years continuance full-time employment, and the long term salary continuance plan after three (3) years continuous full-time employment.

ARTICLE XI. LIFE INSURANCE PLAN

Section A. The Employer agrees to continue group life insurance coverage for all eligible full-time employees covered by this Agreement in accordance with Travelers Life Insurance Company Group Insurance Policy G,GA800650EA as amended on January 1, 1981 or the equivalent coverage from a similar carrier, at no cost to the employee.

Section B. The life insurance face value as provided in the Travelers Group Life Insurance policy as stated above will be \$10,000 for each eligible employee covered by this Agreement.

Section C. The Employer agrees to make available dependent life insurance for spouses and eligible dependent children for the duration of this Agreement as set forth in the Travelers Group Life Insurance policy G,GA800650EA. The cost for dependent life insurance coverage will be paid by employees requesting such coverage.

Section D. An enrollment form listing necessary insurance information including beneficiary designation will be provided by the Employer for completion by each eligible employee.

ARTICLE XII. SICK PAY

Section A. Any full-time employee who is compelled to be absent from work because of illness or injury shall earn sick pay benefits as indicated below:

1. Employees with less than three (3) months service on the first day of absence due to illness or accident shall receive no sick pay benefits.

2. Employees with more than three (3) months continuous service but less than one year continuous service on the first day of absence due to illness or injury shall receive five (5) days paid sick pay plus one and two thirds (1-2/3) days paid sick pay for each month worked beyond three (3) months but in no event shall an employee earn more than twenty (20) days sick pay.

3. Employees with more than one (1) year continuous service on the first day of absence due to sickness or injury shall receive twenty (20) days sick pay per year.

Section B. Sick pay benefits earned in accordance with Section A shall be paid to employees as indicated below:

1. During the first three incidents of absence due to illness or injury in a calendar year, an employee will be paid sick pay at the rate of 100% of his/her regular pay from the first day of absence.

2. For the fourth and fifth incidents of absence due to illness or injury, no sick pay benefits will be paid for the first day of absence. Sick pay will resume on the second continuous day of absence at the 100% level.

3. For the sixth and succeeding absences due to illness or injury in a calendar year, no sick pay benefits will be paid for the first two days of absence. Sick pay benefits will resume on the third continuous day of absence at the 100% level.

4. For absences due to illness or accident requiring hospitalization, sick pay benefits will be paid from the first day at the 100% level irrespective of the number of sick pay occurrences. The term "hospitalization" as used in this paragraph is defined as "being admitted to a recognized hospital licensed as such by the State." This paragraph shall not apply in cases of medical treatment at a hospital facility not requiring admittance and overnight stay.

Section C. Upon returning from an absence due to illness or injury, an employee must complete a sick pay report form.

Section D. The Employer may require verification of an employee's illness or injury from a medical doctor designated by

either the Employer or the employee at the Employer's option. The expense for such verification obtained from the doctor selected by the employee will be borne by the employee.

Section E. No sick pay benefits shall be paid from injury attributable to other regular gainful employment.

Section F. Sick pay is not cumulative from year to year.

Section G. Sick pay payments will be reduced by an amount equal to Kansas workers compensation payments for lost time.

Section H. An "incident" as used in Section B of this Article is defined as a period of time for which sick pay has been paid that has not been interrupted by a period of work by an employee.

ARTICLE XIII MEDICAL INSURANCE

Section A. The Employer agrees to continue hospitalization and medical insurance benefit coverage for all subscribing employees covered by this Agreement as presently set forth and in accordance with both the Travelers Insurance Company Policy Contract GA-800650-EA-21, or the equivalent coverage from a similar carrier, and Health Care Plus (HMO) Policy Contract 00052-Plan B-1 or the equivalent coverage from a similar carrier.

Section B. A full-time employee covered by this Agreement shall be eligible to choose either the Travelers Insurance Company plan or the Health Care Plus plan as set forth in Section A, subject to the Travelers or Health Care Plus contract in effect on the effective date of this Agreement. The employer's maximum contribution toward the monthly premium cost for such insurance program for each subscribing employee (with the employee paying the balance of that cost) is hereinafter set forth:

	Type of Coverage	Maximum Amount - Company
Paid	Single	\$38.09
	Family	\$98.63

Section C. Any increase in the medical insurance premium as announced by the Travelers Insurance Company for the Eagle-Beacon group will be shared equally between the employer and the employee with each paying 50% of the increased premium cost. At such time the premium, payable by the employer and the employee, for the Health Care Plus insurance program will be recalculated in accordance with appropriate federal and state law; however, under no circumstances will the amount of the employer's contribution exceed the amount of the total premium.

Section D. A full-time employee covered by this Agreement shall be eligible to subscribe for the group hospitalization and medical insurance coverage described in Section A above on the first day of the month following thirty (30) days employment unless otherwise specified in the Travelers Insurance Company contract or the Health Care Plus contract covering employees of the Wichita Eagle-Beacon.

ARTICLE XIV SALARIES

Section A. The Employer agrees as of March 15, 1983, to establish the attached weekly salary scales for employees covered under this Agreement, applied in accordance with their respective hiring dates as hereinafter set forth in this Article.

Section B. The Employer shall be the sole judge of employee qualifications and starting pay at the time of hiring.

Section C. Employees in progression will be reviewed and "stepped up" to the next level of their pay scales during the month of their sixth months' employment anniversary date, and on each sixth months' date thereafter; provided however, subject to the minimum starting rates, salary adjustments for employees in progression may be withheld or partially withheld, in exceptional cases and upon notice to the union, if, in the sole good faith discretion of the Employer, an employee's performance so warrants; further provided, however, an employee shall not be reviewed without a salary increase on two consecutive salary review dates. The Employer may, at its sole discretion, compensate an employee at a rate higher than the top of that employee's respective pay scale.

Section D. Employees who are at the top of their respective pay scale will receive an annual salary adjustment during the month of their employment anniversary date sufficient to maintain their salaries at the top salary scale, provided, that any such employee whose current anniversary date falls between July 15th and December 31st shall be reviewed for this purpose no later than July 15th; further provided, that any such employee whose anniversary review date falls between January 1, 1984, and March 15, 1984, shall be reviewed on his or her regular anniversary date with the understanding that if any salary revision is made in the top salary scale during 1984 so as to result in that employee's salary falling below such new top scale, a salary adjustment will be made retroactive to the anniversary date in an amount equal to the difference.

The Employer may, at its sole discretion, compensate an employee at a rate higher than the top of the progression schedule.

Section E. No employee shall be reduced in pay as a result of implementation of this Agreement.

ARTICLE XIV. WAGES

Job Title	Start	First Year		Second Year		Third Year		Fourth Year		Fifth Year	
		6 Mo.	12 Mo.	18 Mo.	24 Mo.	30 Mo.	36 Mo.	42 Mo.	48 Mo.	54 Mo.	60 Mo.
A. Reporters, Copy Editors, Photog. & Staff Writers	275.00	290.50	305.50	319.50	334.50	352.50	372.50	391.50	410.50	433.00	463.50
B. Editorial Asst.	215.50	226.00	235.50	246.00	258.00	267.50	278.50	290.50	301.00	315.50	336.00
C. Editorial Clerk	198.00	205.50	214.50	223.00	231.50	243.00	254.50	266.50	278.50	287.00	307.50
D. Library Clerk	173.00	180.50	188.00	196.00	204.50	213.00	223.00	234.00	242.50	253.00	270.00
E. Photo Technician	200.50	211.00	219.00	229.50	239.50	250.00	261.00	272.50	284.00	297.00	313.50
F. Editorial Artist	254.50	265.50	277.00	290.00	304.00	316.50	332.00	345.50	360.50	372.50	393.50
G. Copy Clerks	160.00	165.50	171.00	178.00	184.50	191.50	202.50				

Night Differential: 6 .50 per shift for less than 4 hours after 6 PM.

10 1.00 per shift for 4 hours or more until midnight.

12 1.50 per shift for 8 hours extending after midnight.

Night differential not included in base salary.

ARTICLE XV. RETIREMENT PLAN

Section A. The Retirement Plan for employees of the Wichita Eagle and Beacon Publishing Co., Inc. shall cover eligible bargaining unit employees in accordance with the terms and conditions of the said Retirement Plan as determined solely by the Company's Board of Directors.

ARTICLE XVI. ELECTION VOTING RIGHTS

Section A. Any employee who is scheduled to work through the hours the polls are open during a primary or general election will be allowed to absent himself/herself without loss of pay for the purpose of voting on primary and general election days, at a time mutually agreeable between the employee and his/her supervisor.

ARTICLE XVII. JURY PAY

Section A. An employee covered by this Agreement required to be absent from employment due to a call for jury duty shall be paid the difference between his/her regular earnings for each day less any compensation and allowance for jury duty.

Section B. An employee must promptly notify his/her supervisor of his/her selection for jury duty.

Section C. Confirmation of jury duty selection, service and compensation is the responsibility of the employee and may be requested by the Employer.

Section D. If an employee reports for jury duty for that day and is released temporarily or permanently from jury duty, he/she must report to his/her supervisor for work unless the employee has been required to remain at jury headquarters for four hours or more, unless excused by the supervisor.

Section E. When an employee is called to testify as a witness in a legal proceeding as an agent of the Company, and the employee loses time from work, the Employer shall pay such lost time.

ARTICLE XVIII. FUNERAL LEAVE

Section A. Each employee shall receive three (3) days off (five (5) days for spouse or child) when absent because of death in his/her immediate family, and shall receive compensation for lost time, provided employee attends funeral.

Section B. Employees shall not receive funeral leave compensation when time off falls on vacations or sick leave.

Section C. Immediate family as defined in Section A includes only the employee's spouse, children, parents, step-parents, sisters, brothers, grandchildren, grandparents; spouse's parents, step-parents, children and grandchildren.

ARTICLE XIX. BULLETIN BOARD

Section A. The Employer agrees to provide a bulletin board at a suitable location for posting of union information only as specifically enumerated below:

1. Announcements of union meetings.
2. Announcements of and results of union elections and statements of candidates.
3. Listing of union appointments and committees.
4. Reports of committees and actions of meetings pertaining to union business.
5. Proceedings of arbitrations, courts and the NLRB.
6. Announcements of union recreational and social functions.

Section B. The Employer through its designated representative may remove any material from the bulletin board that does not comply with the use restrictions set forth in Section A above.

ARTICLE XX. SEPARABILITY

Section A. Should any part of this Agreement be determined to be or declared illegal, such part shall not invalidate the remaining parts thereof.

Section B. In the event of such occurrence, the parties agree to meet immediately and to attempt to negotiate substitute provisions for such parts or portions.

ARTICLE XXI. CONFLICT OF INTEREST

Section A. (1) The parties to this Agreement recognize that employees may be associated with or interested in a variety of commercial or non-commercial endeavors, organizations, movements, groups or causes, hereafter collectively called outside interests. (2) Employees are expected to be sensitive to the possibility that involvement in such outside interests may impair or limit their effectiveness on behalf of the Employer, and they are expected to disclose in advance, in writing, their involvement in such activities whenever such possibility arises. If an employee's association with or involvement in an outside interest limits or impairs his/her or the Employer's effectiveness, the executive editor or his/her designated representative will take such action as he/she deems appropriate under the circumstances.

Section B. Employees shall accept no gift, gratuity, service or favor of more than token value. This includes, but is not limited to, tickets to public or private events (other than working press tickets in areas not accessible to the general public), trips, lodging or other support from news sources, suppliers, or other business contacts.

Section C. No employee shall disclose any confidential information learned in the course of his/her employment to persons outside the newspaper or in any way exploit his/her association with the newspaper.

ARTICLE XXII. LEAVE OF ABSENCE

Section A. Leaves of absence may be granted by the Employer upon request of an employee for reasons satisfactory to the Employer.

Section B. All requests for leave of absence must be made in writing and submitted to the employee's supervisor as soon as possible prior to the commencement of the leave. Such request must include the reason for the leave and the commencement and ending dates of the requested leave.

Section C. If the leave is approved, the conditions of the leave will be reduced to writing and a copy provided to the employee. The Union's chairperson will be notified in writing of the beginning date of the leave, the expected ending date and any wages and/or benefits to be received by the employee during such leave.

Section D. Failure of an employee to return from leave on the date specified in the leave of absence agreement or an extension thereof confirmed in writing will be construed as a voluntary termination of employment, unless such delayed return is for reasons satisfactory to the Employer or unless such leave of absence is extended by mutual agreement of the Employer and the employee. Such delayed return or extension shall be reported to the Union chairperson.

ARTICLE XXIII. EMPLOYMENT INFORMATION

Section A. The Employer shall supply to the Union quarterly, the following information concerning employees covered by this Agreement:

1. Name, address, date of birth
2. Date of Hire
3. Job Title
4. Pay Rates

ARTICLE XXIV. EXPENSES

Section A. The Employer shall reimburse employees for reasonable expenses incurred in carrying out assignments provided the proper expense detail is submitted on the appropriate expense report. Obtainable receipts for any charge or expenditure in any amount that is payable by the Employer must be submitted for approval to the employee's immediate supervisor. If such receipts are not provided for a given day the daily per meal allowance will be paid. The Employer retains the right to disallow any expense deemed inappropriate, unnecessary or excessive.

Section B. Any employee required by the Employer to use his/her automobile for the Employer shall be compensated for the use of such automobile at the rate of 19 cents per mile.

Section C. Employees required to remain out of town overnight on assignment shall receive necessary actual expenses for meals and lodging.

Section D. Employees shall be reimbursed for parking lot and meter expenses and bridge and highway tolls when such expenses are necessarily incurred on assignment for the Employer.

Section E. The camera incentive plan in effect at the time of the signing of this Agreement shall continue.

ARTICLE XXV. TUITION REFUND PLAN

Section A. Employees will be reimbursed an amount equal to 75% of the tuition charges upon successful completion of a course with a grade of 'C' or better or pass in a pass/fail course, from a college, university or other post secondary training, provided that the course has been approved in writing, in advance, by the executive editor and personnel director.

Section B. A maximum payment of \$300 will be paid under the tuition refund plan to any employee in a calendar year.

ARTICLE XXVI. MISCELLANEOUS

Section A. When an employee is discharged for any reason, he or she shall be given in writing the reason for the discharge at the time of discharge.

Section B. Each new employee shall be provided a copy of the employee evaluation form to be used in evaluating the employee in the performance of his/her job. Should the form be changed, a copy of the new form shall be placed on the bulletin board.

Section C. No employee shall be required to accept a promotion.

Section D. No employee shall be required to take a transfer from one city to another except, an employee who is on assignment away from Wichita may be returned to assignment in Wichita at the Employer's sole discretion.

Section E. When an employee is transferred or promoted and such transfer or promotion requires moving to another city, or returning to Wichita, the Employer shall pay all normal and necessary transportation and moving expenses.

Section F. An employee shall have the right to review and may request and receive copies on a reasonable basis of his/her personnel file at any mutually convenient time. The employee shall have the right to respond in writing to anything contained therein that the employee deems to be adverse.

ARTICLE XXVII. COMPLETE AGREEMENT

Section A. This Agreement is intended to cover all matters affecting rates of pay, wages, hours and other working conditions. No agreement, alterations or modification of any Article, term or condition in this Agreement shall be binding upon the parties unless made and executed in writing between a duly authorized representative of the Union and a duly authorized representative of the Company.

ARTICLE XXVIII. PARTIES TO THE AGREEMENT

Signed this 2nd day of May, 1993.

Robert B. Glick

Walter J. Sinclair

Raymond E. DeFamie Vicepres

Ernest W. McDonald Sec Treas

Wichita Eagle and Beacon
Publishing Co., Inc.

Wichita Typographical Union
No. 148

Contract Committee:

Richard G. Gaskie

Dennis K. Pearce

Don P. Teter
